

**THIRD AMENDMENT TO
Parking System Management Services Agreement by and between the City of Durham and
Lanier Parking Systems of North Carolina, Inc.**

This contract amendment ("Third Amendment") is dated and entered into as of the _____ day of _____, 20____, between CITY OF DURHAM, a North Carolina municipal corporation ("City"), and LANIER PARKING SYSTEMS OF DURHAM, LLC, a limited liability corporation organized and existing under laws of the State of North Carolina ("Manager"). Lanier Parking Systems of Durham, LLC assumed all rights and obligations of the agreement from Lanier Parking Systems of North Carolina, Inc. by Means of an Assignment and Assumption Agreement dated December 16, 2010, and consented to by the City.

The parties entered into an original agreement titled "Parking Systems Management Services by and between the City of Durham and Lanier Parking Systems of North Carolina, Inc." and dated July 17, 2008, effective July 21, 2008. That agreement is referred to as the "Original Agreement". The Original Agreement was modified by amendment dated May 22, 2009 and titled "Amendment to Parking Systems Management Services by and between the City of Durham and Lanier Parking Systems of North Carolina, Inc." ("First Amendment"). The Original Agreement was modified by amendment dated July 21, 2011 and titled "Second Amendment to Parking Systems Management Services Agreement by and between the City of Durham and Lanier Parking Systems of North Carolina, Inc." ("Second Amendment"). The purpose of the Second Amendment was to adjust both the scope of services and compensation under the Agreement.

That Original Agreement is further amended as follows:

1. In Section 5.8 Compensation, delete subsections (a) and replace with the following:

(a) In Consideration of the Manager's services rendered pursuant to this Section 5, the City shall pay the Manager, a fixed base management fee of \$1,196,486.04, (for a final one-year extension period of the Contract), for twelve month period of July 1, 2014 to June 30, 2015.

2. In Section 5.8 Compensation delete the first sentence of subsection (b) Parking Facility Payments to Manager and replace with the following:

The Manager shall be paid the base management fee described above in this section 5 above in monthly installments on or before the first business day of each month in advance of each operating month in the amount of \$99,707.17 for the year of the Contract.

In Section 5.8 Compensation in subsection (c) Reduction of Parking Facility Payments to Manager and replace with the following table:

Location Name	# Spaces	Total Variable Cost Per Space Per Year	Total Monthly Fee Reduction Per Facility	Total Annual Fee Reduction Per Facility
Durham Centre garage	719	\$272.89	\$16,350.66	\$196,207.91
Chapel Hill (garage and lot)	360	\$272.89	\$8,186.70	\$98,240.40
Church St. Garage	409	\$272.89	\$9,301.00	\$111,612.01
Corcoran St. (garage and lot)	554	\$272.89	\$12,598.42	\$151,181.06
Manning Place Lot	21	\$236.45	\$413.79	\$4,965.45
Lot 4 Foster	24	\$236.45	\$472.90	\$5,674.80
Marriott Lot	88	\$236.45	\$1,733.97	\$20,807.60
Lot 10 Ninth Street	45	\$236.45	\$886.69	\$10,640.25
Lot 5 Annex	67	\$236.45	\$1,320.18	\$15,842.15
Lot 8 Parrish Street	91	\$236.45	\$1,793.08	\$21,516.95
Lot 14 Morgan Street	102	\$236.45	\$2,009.83	\$24,117.90
Lot 20 Corcoran Street	76	\$236.45	\$1,497.52	\$17,970.20
Lot 29 E. Chapel Hill Street	48	\$236.45	\$945.80	\$11,349.60
Lot 32 W. Chapel Hill St	10	\$236.45	\$197.04	\$2,364.50
Lot 37 Free Employee Parking	54	\$236.45	\$1,064.03	\$12,768.30
Lot 38 Free Employee Parking	164	\$236.45	\$3,231.48	\$38,777.80
Lot 40 Cleveland Street	52	\$236.45	\$1,024.62	\$12,295.40

In addition to the City removing certain parking facility units from the original scope of work of the Contract, the Manager acknowledges that at any time during the Term, the City may make modifications in scope of work required due to equipment enhancements and/or construction activity. In the event of such modifications in scope of work required due to equipment enhancements and/or construction activity, both Manager and City will acknowledge specific reduction in payments prior to such action.

4. In Section 6.8 Compensation delete subsection (a) and replace with the following:

- (a) In Consideration of the Manager's services rendered pursuant to this Section 6, the City shall pay the Manager a fixed base management fee of \$442,774.95, (for a final one-year extension period of the Contract), for twelve month period of July 1, 2014 to June 30, 2015.

5. In Section 6.8 Compensation delete the first sentence of subsection (b) Parking Facility Payments to Manager and replace with the following:

The Manager shall be paid the base management fee described above in this section 5 above in monthly installments on or before the first business day of each month in advance of each operating month in the amount of \$32,181.50 for the first three months, and \$38,470.05 for the final nine months for the year of the Contract.

6. In Section 11.4 Personnel, subsection (b) Compensation Rates of Employees and Subcontract Employees, delete the first two sentences and replace with the following:

The Manager hereby agrees to allocate a minimum of \$787,225 in the final year of the Contract for all legal and contract required employment compensation including labor, taxes and benefits for all of Manager's local salaried management employees and subcontract employees working on the Durham contract and all of Manager's hourly employees either directly hired by Manager and/or hired by manager's subcontractor(s). Manager shall maintain the minimum workforce level and compensation represented in Exhibit E, under the Term of the contract.

7. In EXHIBIT B, PARKING FACILITY REGULATIONS AND HOURS OF OPERATION, under the paragraph entitled "2) Off-Street Operations" delete all information after the first sentence ending with "as directed by the City" and replace with the following:

The specific hours of operation of each facility areas is as follows:

- Durham Centre 8:00 am – 7:00 pm Monday – Friday
Weekend and evening hours vary depending on special event
- Corcoran Street 8:00 am – 7:00 pm Monday –Friday
Weekend and evening hours vary depending on special event
- Church Street 8:00 am – 7:00 pm Monday –Friday
Weekend and evening hours vary depending on special event
- Chapel Hill St. 8:00 am – 7:00 pm Monday –Friday
- Ninth Street Lot. 8:00 am – 7:00 pm Monday –Friday

7. In EXHIBIT B, PARKING FACILITY REGULATIONS AND HOURS OF OPERATION, under the paragraph entitled "2) On-Street Operations" delete all information after the second sentence and replace with the following:

Manager shall provide on street enforcement of parking within the downtown area, including:

Within the Downtown Loop

City Hall Plaza	Foster Street
East Chapel Hill Street	Rigs bee Ave
Parrish Street	Morris Street
North Mangum Street	Market Street
Main Street	Ramseur Street
Church Street	West Morgan Street
Manning Place	Great Jones Street

Beyond the Downtown Loop

Foster Street	West Pettigrew Street
Seminary Ave	Blackwell Street
Cleveland Street	East Main Street
Hunt Street	Vivian Street
Roney Street	

American Tobacco Vicinity

Willard Street
Jackson Street
Yancey Street

West Village Vicinity

West Main Street
Fuller Street
West Morgan Street
North Duke Street
West Peabody Street
Albemarle Street

Central Park Vicinity

Rigs bee Ave
Foster Street
Hunt Street
West Corporation Street
Seminary

Ninth Street Area

All on-street parking within the following areas: Ninth Street to the West, Green Street to the North, Broad Street to the East and West Main Street to the South

Controlled Residential Parking Areas

NCCU – Formosa, Pekoe, Lincoln, Dupree, Martha, Concord, Bell, Price, Merrick, Lawson, Cecil, Otis, Nelson, Burlington, Duncan, Moline, Massey, Dunbar

8. In EXHIBIT B, PARKING FACILITY REGULATIONS AND HOURS OF OPERATION, under the subparagraph entitled “5) Security” delete all information after the fourth sentence ending with “exact hours for security” and replace with the following:

The security will be as follows:

- Chapel Hill, Church, Corcoran, Durham Centre Garages
 - o Staffed by three guards that roam between the four garages
 - o 5:00 p.m. until 12:00 a.m. seven days a week (Standard Time)

- 7:00 p.m. until 2:00 a.m. seven days a week (Daylight Savings Time)
- Chapel Hill, Church, Corcoran, Durham Centre Garages
 - Staffed by one guard with vehicle that roam between the four garages
 - 12:00 a.m. until 5:00 a.m. seven days a week (Standard Time)
 - 2:00 a.m. until 7:00 a.m. seven days a week (Daylight Savings Time)
- The Manager may propose the installation of monitoring equipment. If monitoring equipment is installed, the Manager shall be responsible for monitoring all security equipment during operational hours.

9. In EXHIBIT E, Year 1—MINIMUM WORKFORCE AND COMPENSATION RATES delete the entire exhibit and replace with the following:

Title	Year 7 (July 1, 2014 – June 30, 2015)
All Garages, Lot 8, Ninth Street Lot, and On-Street Enforcement Areas	
Weekly Work Hours	818
*Salary/Benefits	\$787,225
Full-time Employees	19
Part-time Employees	4
Total	23

*The amounts above shall be adjusted if the City modifies service requirement due to equipment and/or construction activity within parking garages.

CITY OF DURHAM

ATTEST:

By: _____

Preaudit Certificate, if required:

LANIER PARKING SYSTEMS OF DURHAM, LLC

By: _____ (SEAL)
Manager

State of _____

ACKNOWLEDGMENT BY
LANIER PARKING SYSTEMS
OF DURHAM, LLC

County of _____

I, a notary public in and for said county and state, certify that
_____ personally (1) appeared before me this day, (2)
stated that he or she is a manager of LANIER PARKING SYSTEMS OF DURHAM, LLC, a
limited liability company organized and existing under the laws of the State of NORTH
CAROLINA, (3) acknowledged that the foregoing contract or agreement with the City of
Durham carries on the company's business in the usual way, and (4) acknowledged the due
execution, under seal, of the contract on behalf of the company. This the _____ day of
_____, 20_____.

My commission expires:

Notary Public